

REQUEST FOR PROPOSALS

FOR

GUARANTEED ENERGY SAVINGS CONTRACT
Nashville School District #49
Nashville, IL

PROPOSAL DUE DATE: February 27th, 2012

SET NO. _____

SECTION 00010

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REQUEST FOR PROPOSALS

Proposal Due Date: February 27th, 2011
Nashville School District #49
Nashville, Illinois

In accordance with School Energy Conservation and Saving Measures statute (105 ILCS 5/Art. 19b) authorizing public school districts to enter into a guaranteed energy savings contract as defined in the statute and by resolution of the Board of Education, Nashville School District 49 is hereby requesting and will receive sealed Proposals for a project(s) compliant with the statute.

Proposals will be received until 2:00PM Central Standard Time on February 27th, 2012 in the Office of the Superintendent of Schools in the District Office located at 750 E. Gorman St., Nashville, IL 62263. Proposals received after this time will not be accepted. The School Board and District Administration will review and evaluate written proposals in response to this RFP in accordance with the evaluation criteria identified in the Request for Proposal Documents. Obtain Request for Proposal documents/requirements at the office of the Superintendent of Schools in the District Office located at 750 E. Gorman St., Nashville, IL 62263, phone 618-327-3055.

The Board of Education reserves the right to waive irregularities and reject all Proposals or parts of Proposals.

The Nashville School District 49 has conducted preliminary facilities assessments with the assistance of AMERESCO, Inc.

President – Nashville School District 49 Board of Education

END OF SECTION

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INSTRUCTIONS TO PRESENTERS

PART 1 GENERAL

1.01 DEFINITIONS

- A. Nashville School District 49 Board of Education will be hereafter referred to in this Specification as “Owners” and all correspondence shall be addressed to: Brent O’Daniell, Superintendent of Schools, Nashville School District 49, 750 E. Gorman St., Nashville, IL 62263.
- B. A Presenter is a person or entity who submits a Proposal to the Owner.
- C. Request for Proposal Documents include the Request for Proposal Advertisement, Instructions to Presenters, Proposal Forms and Supplements, and Addenda.
- D. A Proposal is a complete and properly signed proposal to provide the goods and services for the sums stipulated therein, submitted in accordance with the Request for Proposal Documents.
- E. Contract Documents include these Request for Proposal documents, any Contract forms, Addenda and modifications.
- F. An Agreement is a written agreement between the Owner and a Contractor setting forth the obligations of the parties thereunder, including but not limited to the provision of the specified goods and materials, the basis of payment and the contract time.
- G. A contractor is anyone entering into a lawful agreement with the Owner. For the purposes of this request for proposal it shall refer to the successful Presenter who enters into a lawful Guaranteed Energy Cost Savings contract with the Owner.
- H. A Base Price is the sum stated in the Proposal for which the Presenter offers to provide the goods and services described in the Proposal as the base, to which items may be added or from which items maybe deleted for sums stated in Alternates.
- I. Alternates are items of work for which an amount shall be stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding changes in the items, as described in the Proposal, are executed.
- J. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for goods or services as described in the Proposal.
- K. Energy Cost Savings Measure (ECM), a training program or facility alteration designed to reduce energy consumption or operating costs, and may include, but is not limited to the following:
 - 1. Insulation of the building structure or systems within the building;

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2. Storm windows or doors, caulking or weather-stripping, multiglazed windows or doors, heat absorbing or heat reflective glazed and coated window or door systems, additional glazing reductions in glass area, or other window and door system modifications that reduce energy consumption;
 3. Automated or computerized energy control systems;
 4. Heating, ventilating or air conditioning system modifications or replacements;
 5. Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made; all rooms with modified or new lighting to have maintained illumination levels per the Illuminating Engineering Society of North America's (IESNA) guidelines.
 6. Indoor air quality improvements to increase air quality that conforms to the applicable state or local building code requirements;
 7. Energy recovery system
 8. Co-generation systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
 9. Any safety measures that provide long-term operating cost reductions.
 10. Alternative energy systems including solar, geothermal, wind and biomass.
- L. Guaranteed Energy Cost Savings Contract is a contract for the implementation of one or more of the measures listed above. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and the energy cost savings are guaranteed to the extent necessary to make payments for the systems or services. Guaranteed energy cost savings contracts shall be considered public works contracts to the extent that they provide for capital improvements to existing facilities.
- M. Operational Savings are expenses eliminated and future replacement expenditures avoided as a result of new equipment installed or services performed.
- N. Qualified Provider is a person or business experienced in the design, implementation and installation of energy cost savings measures. Owner prefers but is not requiring that the firm have at least 5 years of experience in performance contracting.
- O. Request for Proposals (RFP), is a negotiated procurement.

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1.02 DOCUMENTS

Copies of the Request for Proposal Documents may be obtained at the Office of the Superintendent of Schools in the District Office, 750 E. Gorman St., Nashville, IL 62263.

1.03 EXAMINATION OF DOCUMENTS

- A. Presenters shall examine all documents. Failure to do so will not relieve a successful Presenter of his obligation to provide all labor and materials necessary to carry out the provision of his contract for the sum stated thereon.
- B. Each Presenter, by submitting his Proposal represents that he has read and understands the Request for Proposal documents.

1.04 EXAMINATION OF PREMISES

- A. Before submitting proposals for this work, each Presenter will be held to have examined the premises and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this contract.
- B. No allowance will be made subsequently in this connection in behalf of the contractor for any error or negligence on his part. The contractor agrees to accept the existing conditions as found at the time of signing of contract.

1.05 VISITING THE SITE

- A. Each Presenter is required to visit the site and examine it as stipulated above.
- B. Presenters wishing to conduct a self-guided site visit shall give the Owner a minimum of one business day's notification.
- C. Presenters wishing to have an Owner's representative(s) present during the site visit shall give a minimum of two business day's notification.
- D. Arrangements for site visits may be made by contacting the office of the Superintendent at 750 E. Gorman St., Nashville, IL 62263, phone 618-327-3055.
- E. The Owner reserves the right to reject request(s) for site visits.

1.06 AREAS, QUANTITIES AND MEASUREMENTS

- A. The contractor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this contract. No extra charge or compensation shall be allowed the contractor for any error or negligence on his part. The contractor shall visit the job site and acquaint himself with all conditions concerning this work.

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1.07 INTERPRETATIONS DURING PROPOSAL PROCESS

- A. If any Presenter is in doubt as to the meaning of any part of the Request for Proposal Documents, they may submit a written request to: Brent O'Daniell, Superintendent of Schools, Nashville School District 49, 750 E. Gorman St., Nashville, IL 62263; for an interpretation of that part.
- B. Written requests for interpretations or clarifications must be made no later than three (3) working days prior to the Proposal Due Date specified in the Request for Proposal Advertisement.
- C. Any interpretation or change will be made only by Addenda numbered, dated, and issued by the Owner to each Presenter on record as having received a set of Request for Proposal Documents and will be available for inspection in the unit office of the Superintendent of School. Nashville School District 49 will not be responsible for any other explanations or interpretations of the Request for Proposal Documents.
- D. Any additional explanation or statement which the Presenter wishes to make must be placed in the same envelope and attached to the proposal. Unless the Presenter so indicates, it is understood that the Presenter has submitted his proposal in strict accordance with the specifications and drawings and has made no modifications or additional stipulations.
- E. Proposals shall not contain any recapitulation of the work to be done and no oral, telephone, facsimile or email Proposals or modifications will be considered.

1.08 QUALIFICATION OF PRESENTERS

- A. Presenters may be disqualified and their Proposals not considered for any of the following specific reasons:
 - 1. Reasons to believe collusion exists among Presenters.
 - 2. The Presenter being interested in any litigation against the Owner.
 - 3. The Presenter being in arrears on any existing contract or having defaulted on previous contract.
 - 4. Lack of competency as revealed by the financial statement, experience, and equipment, questionnaires, or qualification statement.
 - 5. Uncompleted work, which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.
- B. If requested, a Presenter shall submit to the Owner a confidential Financial Statement in a sealed envelope.

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1.09 PREPARATION OF PROPOSAL:

- A. All Proposals must be submitted in writing utilizing the format specified in Section 01315.
- B. Oral, telephone, facsimile, electronic mail, or telegraph Proposals will not be accepted.
- C. The Presenter shall base the Proposal on work complying with the Request for Proposal Documents.
- D. Proposals shall be typed, printed or neatly hand written in ink.
- E. A Proposal containing an alteration or erasure shall be rejected unless the alteration or erasure is corrected as herein provided:
 - 1. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alteration or erasure.
 - 2. The person signing the Proposal must initial the correction in ink.
- F. In the event that any price used in determining the lowest responsible Proposal is expressed by the Presenter in both written and numerical form, the written representation shall govern in all cases.
- G. If the Proposal form includes alternates, each Presenter shall indicate Proposal on each alternate. Failure to comply may be cause for rejection.
- H. If an individual submits a Proposal, he or his duly authorized agent must sign his name. If a firm, association or partnership submits the Proposal, the name, address and title of each member must be given, and an official or duly authorized agent must sign the Proposal. Powers of attorney authorizing agents or others to sign Proposals must be properly certified and must be in writing and submitted with the Proposal.
- I. Proposals from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the Proposal the power of attorney, evidencing the authority to sign the Proposal. If the Proposal is signed by any other legal entity, the authority of the person signing shall be attached to the Proposal.

1.10 EXEMPTION FROM SALES TAX ON MATERIALS

- A. The Owner is exempted by Section Three of the Illinois Use Tax Act (Sec. 3, House Bill 1610 approved July 31, 1961. IL. Rev. Stat. 1961, Chap. 120 Sec 439.3) from paying any of the taxes imposed by that act and sales to the Owner are exempt by Section Two of the Illinois Retailer's Occupation Tax Act (Section 2, House Bill 1609, Approved July 31, 1961 IL. Rev. Stat. 1961, Chap. 120 Sec. 441) from any of the taxes imposed by that Act.

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1.11 IDENTIFICATION AND SUBMITTAL OF PROPOSAL

- A. Each Proposal and all papers bound and attached to it shall be placed in an envelope and securely sealed therein. The envelope shall be plainly marked with the following:
 - 1. The word "PROPOSAL"
 - 2. Name and address of the Presenter.
- B. The envelope of the Proposal shall be addressed to:

Energy Savings Contract Proposal
Brent O'Daniell, Superintendent of Schools
Nashville School District 49
750 E. Gorman St., Nashville, IL 62263.

1.12 MODIFICATION OR WITHDRAWAL OF PROPOSAL

- A. A Proposal may not be modified after submittal. Presenters may withdraw a Proposal at any time before opening. A Withdrawal of a Proposal must be made in writing or in person by a Presenter or his duly authorized agent. If a firm, association or partnership wishes to withdraw a Proposal, an official or duly authorized agent must sign the written request or appear in person.
- B. Once withdrawn, the Presenter must submit a new Proposal prior to the opening in order to be considered.
- C. No Proposal may be withdrawn or modified after the Proposal opening except where the award of the Contract has been delayed beyond 60 days after date of Proposal.

1.13 OPENING OF PROPOSALS

- A. The Proposals submitted will be opened at a time and place suitable for proper evaluation by the Owner and shall remain on file with the Owner.
- B. The Owner reserves the right to withhold the award of the Contract or release of information regarding individual proposals for a period of 60 days from the Proposal due date and no award will be made until the Owner is satisfied as to the credentials of prospective successful Presenter.
- C. Until final award of the Contract, the Owner reserves the right to reject any or all Proposals or proceed to do the work otherwise in the best interest of the Owner.

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1.14 EVALUATION AND CONSIDERATION OF PROPOSALS

- A. The Owner reserves the right to reject all Proposals or parts of Proposals, and to waive informalities therein.
- B. For the purpose of determining the lowest responsible Presenter in the consideration of all Proposals submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the Proposal form.

1.15 DISQUALIFICATION OF PRESENTERS

- A. Proposals will not be considered if they show any omissions, additions, alterations of form, conditions not requested, unauthorized alternates or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the Owner.
- B. The Presenter acknowledges the right of the Owner to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Presenter recognizes the right of the Owner to reject a Proposal if the Presenter fails to submit the data required by the Request for Proposal Documents.
- C. For the purpose of determining the lowest responsible Presenter in the consideration of all Proposals submitted, the Owner reserves the right to accept or reject any or all alternates which appear on the Proposal form.

1.16 APPLICABLE LAWS

- A. All applicable federal, state and county laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.
- B. Presenter's signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

1.17 EXECUTION OF THE AGREEMENT

- A. The successful Presenter, if awarded the Project, shall sign the necessary Agreements with the Owner and furnish Payment and Performance Bonds and Certificates of Insurance, if required elsewhere in this document, but no such Agreement shall be in force and effect until it is executed by all parties, and the Payment and Performance Bonds and Certificates of Insurance have been approved.

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- B. Failure to execute and return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

1.18 RECORDS:

- A. The Contractor shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the Contract shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit conducted and to provide full access to all relevant materials.

END OF SECTION

SECTION 00600

BONDS & CERTIFICATES

PART 1 GENERAL

1.01 BID DEPOSIT AND CONTRACT SECURITY

- A. No bid security will be required for this project.

1.02 COMPENSATION AND PUBLIC LIABILITY INSURANCE

- A. Principal Contractors shall carry sufficient insurance on their workmen to absolutely protect the Owner from any liability or damage resulting to the workman as proved under the "Workman's Compensation Act", and "Structural Works Act".

- B. The Principal Contractors and all Subcontractors performing services on said site shall take out and furnish to the Owner, and maintain during the life of this Agreement, complete Owner's Protective Liability Insurance in the amounts as specified herein for bodily injury, property damage, liability, or damage resulting to the Workman as provided under the Workmen's Compensation and Structural Works Act of the State of Illinois as shall protect the Owner, Principal Contractor, and any Subcontractor performing work covered by this Agreement from claims for damages of personal injury including accidental death, as well as, from claims for property damage which may arise from operations under this Agreement, whether such operations be by the Principal Contractors or by any Subcontractors or by anyone, directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

1. Comprehensive Automobile Liability:

- a. \$1,000,000 Bodily Injury per person.
- b. \$1,000,000 Bodily Injury per occurrence.
- c. \$ 500,000 Property Damage per occurrence.
- d. \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.

2. Workman's Compensation: Statutory Limits

- a. Employer's Liability: \$5,000,000 Bodily Injury
- b. The Contractor may use a Self-Insured plan for Workman's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Contractor shall obtain a Certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

3. Comprehensive general Liability:

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- a. \$1,000,000 Bodily Injury per person.
- b. \$1,000,000 Bodily Injury aggregate limit.
- c. \$1,000,000 Property Damage per occurrence.
- d. \$2,000,000 Property Damage aggregate limit.
- e. \$1,000,000 Combined Single Limit coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.

4. Umbrella

- a. \$1,000,000 Umbrella

C. The above Comprehensive General Liability Insurance shall be specifically endorsed to cover the terms of Liability Insurance for the Owner as set forth hereinafter.

D. The Contractor shall cause Certificates of Insurance to be deposited with the Owner.

1.03 LIABILITY INSURANCE FOR OWNER

- A. The Contractor shall purchase and maintain public liability insurance naming the Owner and his agents and employees as insured with respect to any claim that may be made against the Owner or his agents and employees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense shall be covered by such insurance only if (a) it is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not the claimant contends that the Owner or his agents or employees are in part negligent or otherwise legally culpable with regard to the loss.
- B. Such insurance shall provide a defense for the Owner and his agents and employers, including the cost of defense counsel and other expenses of litigation.
- C. Principal Contractors shall carry the insurance of their Subcontractors or shall require their Subcontractors to carry their own insurance in the amounts stated above.
- D. This insurance shall cover all Agreements and any extra work connected with the construction of this Project.
- E. Contractors shall instruct their Insurance Companies to supply the Owner with Certificates of Insurance showing that such insurance is kept in force until completion of the Agreement. These Certificates of Insurance shall be provided before Contractors start any work under this Agreement.

END OF SECTION

SECTION 00800

CONDITIONS OF THE CONTRACT

PART 1 GENERAL

1.01 COORDINATION WITH OWNER

- A. The buildings(s) will be occupied by the Owner and the general public during all phases of the Work. It shall be the Contractor's responsibility to coordinate the work with the Owner to maintain access to roadways, parking, pedestrian ways and buildings during normal hours of operation, and to minimize the conflict with the School District's schedule.
- B. Sequence of work shall be coordinated with the School District around its schedule and extra-curricular activities and shall be scheduled to minimize inconveniences for the students, staff and members of the community.
- C. Work shall be sequenced so that no more than one entrance to the facilities is closed at any given time.
- D. The Contractor shall notify the Owner five (5) working days prior to commencing work on site.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Energy Cost Saving Contractor on this project shall have the responsibility of coordinating and directing all work resulting from the implementation of the Contract. This shall include the scheduling and/or coordination of Subcontractors and shall include assistance to these Contractors in the layout of their work with particular attention to where the work comes in contact with or overlaps that of others.

1.03 SUBCONTRACTORS

- A. The Contractor shall be responsible for any and all Subcontractors working under them, and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- C. The Owner assumes no responsibility for overlapping, or omission of parts of the work by various Subcontractors.

1.04 LOCAL LABOR

- A. It is the desire of the Owner that Contractors make use of all local labor, material, insurance, etc., if possible, as long as it does not create a hardship on the Contractors.

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1.05 SUPERINTENDENT

- A. The Contractor shall assign a capable project manager on site at all times when physical work is in progress.
- B. The Contractor, or his project manager shall take complete responsibility for coordination of work particularly where such work meets or overlaps the work of others.

1.06 PRECEDENCE OF DOCUMENTS

- A. The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the closing of the Contracts:
 - 1. Agreement
 - 2. General Conditions of the Contract
 - 3. Any Valid Federal, State or local laws, statutes, ordinances or codes
 - 4. The Contract Documents

1.07 PRE-IMPLEMENTATION MEETINGS

- A. Pre-implementation meetings will be held prior to beginning of work at the time and place designated by the Owner, but not later than 10 days after date of signing of Contracts and again no later than 10 days prior to the commencement of any alteration, replacements or construction.
- B. Representative of the Owner, Contractor, and major subcontractors shall be present.
- C. The following shall service as a minimum agenda:
 - 1. Project schedule
 - 2. Designation of responsible personnel
 - 3. Progress meeting schedule
 - 4. Processing of submittals
 - 5. Processing of Contractor's pay request

1.08 PERMITS

- A. The Owner will obtain and pay for all permits required by Local Law, except as indicated otherwise in these specifications.

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1.09 SUBMITTALS

- A. For all systems and materials requiring shop fabrication or setting drawings, the Contractor shall furnish shop drawings in duplicate (2 copies) to the Owner. Before submitting the shop drawings, the Contractor shall check same against project conditions which may vary from dimensions on the Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- B. For all systems and materials requiring selections of options, finishes, colors, sizes, etc. the Contractor shall furnish submittals in duplicate (2 copies) to the Owner. Before submitting, the Contractor shall check same against project conditions which may vary from dimensions on the Owner's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- C. The owner will review submittals and will endeavor to correct errors, but it shall be the responsibility of the Contractor to see that work complies with the Contract Documents, and fits to project conditions and to materials to be installed later. Contractor shall be responsible for dimensions and quantities.

1.10 MATERIAL AND WORKMANSHIP

- A. The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, do not conform with approved specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner.

1.11 PATCHING

- A. The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Contractor for that trade. The work shall be done by the workmen of the Contractor whose work was damaged so that such patching will be least conspicuous.
- B. All openings left by removal of existing materials, and/or equipment shall be patched to match adjacent construction.

1.12 UTILITY SERVICE DISRUPTION

- A. All disruptions of electrical power to the campus as a whole or to individual facilities or areas will be coordinated with the Owner and will wholly subject to the Owners operational schedule.

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1.13 MATERIAL STORAGE

- A. The Owner will allocate certain areas of the site for the purpose of storing materials and equipment and locating Contractor's temporary offices. The contractor shall contact the Owner before any materials are situated in buildings or on the site and determine a general plan for storing materials.
- B. Materials shall be placed on the site in a neat and orderly manner.

1.14 PROTECTION OF GENERAL PUBLIC

- A. All Contractors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.
- B. The Contractor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable provisions of Federal, State and Municipal Safety Laws and Building and Construction Codes.

1.15 BUILDING PROTECTION

- A. The Contractor shall be responsible for protecting the existing buildings and contents from damage from any cause as a result of work to be performed under this Contract. Any damage to buildings or contents shall be repaired or replaced to equal the original condition of the damaged area or contents.
- B. All damaged buildings or contents shall be repaired or replaced at the Contractor's expense and to the satisfaction of the Owner.

1.16 SITE PROTECTION

- A. The Contractor shall be responsible for protecting the adjacent site from damage from any cause as a result of work to be performed under this Contract. Any damaged areas, including yard areas and plants, walks, steps, paved areas, irrigation system, etc., shall be repaired or replaced to equal the original condition of the damaged areas within 90 days of damage.
- B. All damaged areas shall be repaired at the Contractor's expense and to the satisfaction of the Owner.
- C. The Contractor shall be aware that a ten ton load limit shall be imposed on all haul trucks hauling materials to the project or away from the project. This ten ton load limit shall be imposed on the load itself. Furthermore, any failures that are observed in the existing pavement structure that are caused by a piece of construction equipment may subject that piece of equipment to elimination from this project. The Contractor shall be responsible for all damage caused by failure to heed this restriction.

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1.17 THEFT AND VANDALISM

- A. The Contractor shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments on account of Contract do not relieve Contractors of this obligation. Contractors may carry Theft Insurance at their own option.

1.18 ROYALTIES AND PATENT INFRINGEMENT

- A. The Contractor shall pay all royalties and license fees, and shall hold harmless and indemnify the Owner from any all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

1.19 SOCIAL SECURITY, UNEMPLOYMENT INSURANCE

- A. The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.

1.20 OTHER WORK NOT IN CONTRACT

- A. The Owner reserves the right to let separate Contracts for other work in connection with this project, but agrees that such work shall not interfere with the work of the Contracts previously made.

1.21 EXTRAS AND CHANGES

- A. Should any extra work or changes be required during the work, the Owner and Contractor shall agree upon the price for such extra work or changes and the Owner shall issue a change order to the Contractor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.
- B. No payment shall be made for extra work or materials unless a formal written change order is issued by the Owner.

1.22 CLEANING OF GROUNDS & BUILDING

- A. The building and site shall be maintained free of unnecessary debris and clutter during all phases of construction by the Contractor.
- B. At the completion of the project and before final acceptance by the Owner, the building and site shall be cleared of all rubbish, materials, and debris which accumulated during the process of construction.

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- C. All building surfaces affected by work performed under this Contract shall be cleaned by a professional cleaning service and shall include but shall not be limited to the following:
1. Remove all spills and splatters from building surfaces
 2. Vacuum all carpets
 3. Buff all resilient floors
 4. Wash all glass, mirrors, and aluminum surfaces
 5. Wash all glazed tile surfaces and clean all quarry tile
 6. Wall surfaces, doors, etc., shall be dust free
 7. Clean all plumbing fixtures and toilet partitions
 8. Clean all casework, chalkboards, and lockers

1.23 GUARANTEE & WARRANTIES

- A. The Work of all Subcontractors shall be warranted for a period of one year from the date of acceptance of their work, unless stipulated for a longer period of time.
- B. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Owner.

1.24 LEGAL REQUIREMENTS

- A. All Contractors shall comply with all laws, rules and regulations governing the work under this Contract.
- B. Should the Contractor observe anything in the contract documents that is contrary to any code requirement, he shall notify the Owner immediately in writing. The Owner shall issue all changes required to correct the variance, and be responsible for code interpretations.

1.25 OCCUPATIONAL SAFETY AND HEALTH

- A. It shall be the Contractor's responsibility to ensure all Subcontractors comply with all local, state and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1970 and all applicable changes, revisions and amendments.

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1.26 FAIR EMPLOYMENT PRACTICES

- A. The Contractor agrees that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment and Contracts for public buildings or public works, approved July 8, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in the attached drawings and specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961 and all applicable changes, revisions, and amendments, be committed by the said Contractor.

1.27 PREVAILING WAGE POLICY

- A. The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.
- B. The Contractor and Subcontractors shall comply with the following and any later amendments thereto:
1. "Illinois Statutes, as amended by Act approved August 8, 1961, (SB No. 250) (Rev. State Chap. 48, Sec 39S-1 et.seq.) declared to be the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any and all public bodies engaged in public works, exclusive of maintenance work."

1.28 SEX OFFENDER SCREENING

- A. Illinois legislation, embodied in 720 ILCS 5/11-9.3, prohibits the presence within a school zone by child sex offenders. In order to meet this condition, sexual offender background checks of all of the employees of Contractor and its subcontractors who are currently or who will in the future be performing work on Owner's property, are required prior to the time of entry onto the property. Contractor will verify that all employees are not registered in the Sex Offender Database maintained by the Illinois State Police and accessible at <http://www.isp.state.il.us/sor/sor.cfm>. Contractor will notify the subcontractors who will be working on the Project, that they must provide Contractor and the District the names of the individuals that will be in the District's buildings and that each subcontractor must certify in writing that all such individuals are not registered in the Sex Offender Database maintained by the Illinois State Police. This requirement for an employee listing and certification applies to all subcontractors and sub-subcontractors that will enter Owner's property as well. The procedures for entry into Owner's buildings will be followed, by having individuals sign in at specific locations, as directed.

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1.29 SEXUAL HARASSMENT AND HUMAN RIGHTS

- A. Contractor agrees to comply with the provisions of the Illinois Human Rights Act, including, but not limited to the adoption and implementation of the non-discrimination and sexual harassment policies.
- B. Certificate Regarding Sexual Harassment Policy – Contractor agrees to certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

END OF SECTION

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GUARANTEED ENERGY SAVINGS CONTRACT

PART 1 GENERAL

1.01 SCOPE

- A. The work under this section includes the furnishing of all labor, material, equipment, and services necessary for the execution and completion of all items of Energy Cost Savings as specified herein.
- B. Nashville School District 49 is requesting Qualified Providers to propose Conservation Measures through a Guaranteed Energy Savings Contract. These proposals shall include:
 - (a) the implementation of an energy audit, data collection, and other related analyses preliminary to the undertaking of Conservation Measures; (b) the evaluation and recommendation of Conservation Measures; and (c) the implementation of one or more Conservation Measures; and (d) the implementation of project monitoring and data collection to verify post-installation energy consumption, energy related operating costs and maintenance costs.

1.02 QUALITY ASSURANCE

- A. Energy Cost Savings Contractor shall have a minimum of five (5) years experience in the design, implementation and installation of energy cost savings measures.

1.03 SUBMITTALS

- A. Provide one (1) original and six (6) copies of the Proposal and all supporting documentation necessary for the Owner to make an informed decision on the qualifications of the Presenter and the content of the Proposal. Include seven (7) copies of detailed specifications, product data sheets, brochures or cut sheets for each system, device, fixture or unit proposed for evaluation by the Owner.

1.04 TIME TABLE

- A. Actions and Accompany Implementation Dates:

1. Announce/Advertise RFP	Date: January 27, 2012
2. Submission of Proposals	Date: February 27, 2012
3. Selection of Qualified Provider	Date: March 22, 2012
4. Submission of Contract(s)	Date: March 23, 2012
5. Negotiation of Contract(s)	Date: March 23 – 30, 2012
6. Board Approval of Contract	Date: April 26, 2012
7. Implement Project	Date: May, 2012
8. Project Complete	Date: July 30, 2012

The timetable above is subject to change at the sole discretion of the Nashville School District.

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PART 2 PROPOSAL

2.01 PRIORITIZED PROJECT NEEDS

- A. The following items are prioritized needs of the District for Presenters to address when preparing proposals. In addition to the prioritized needs listed here, Presenters are invited to submit additional proposals designed to enhance Owner savings in energy consumption and/or maintenance and capital expenses. In order to be considered a viable proposal by the Owner, each Presenter must respond to the prioritized needs listed below. Additional proposals are provided at the Presenter's option.

Mechanical
Electrical
ADA accessibility
HLS compliance

1. Development of Long Term Energy Consumption Reduction Plan

The District would like included in the proposal innovative and cost effective ideas for lowering long term energy consumption of all District facilities. The plan should include long term creative solutions for significantly reducing energy consumption in the District. The District is interested in reviewing creative alternative energy solutions and suggestive recommendations how these solutions could be phased and financed over a period of time.

2.02 PROPOSAL CONTENTS

- A. All proposals must contain the following:
1. Executive Summary
 2. Presenter's Vitae
 3. Method of Solution Development
 4. Project Management Specifics
 5. Financial Considerations; Costs, Savings and Guarantee
 6. Recommended Facility Solutions
 7. Service Approach

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PART 3 EVALUATION

3.01 EVALUATION

A. Proposals shall be evaluated on the following criteria:

1. Presenter's Vitae

- a. Company name and address with primary contract name and number
- b. A Brief Company History
- c. Resumes of all team members to be involved with the project
- d. The Owner prefers but does not require that the Presenter must be in good standing with the National Association of Energy Services Companies as a full service, accredited Energy Service Company
- e. The individual designing the ECM's for the Qualified Provider shall be a registered Professional Engineer in the State of Illinois and a Certified Energy Manager.
- f. The Qualified Provider shall submit at least ten (10) references that have previously entered into Guaranteed Energy Savings contracts with the Qualified Provider. Each reference shall include the scope and size of the project, guaranteed and actual savings achieved, and the name and telephone number of a contract person. References, which are not performance contracts, will not be accepted. Preference will be given to references within the State of Illinois.

2. Method of Solution Development

- a. The process for evaluating, recommending and designing facilities solutions.
- b. The process for making equipment selections
- c. The process for making procurements
- d. The process for sub-contractor selection
- e. The subcontracting process

3. Project Management Specifics

- a. Clear assignment of responsibility for various project tasks to specific individuals. Individuals responsible for the management of the project clearly identified and have experience working in K-12 Education. Project Managers must be full time company employees. Project managers with experience on

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projects other than schools will be considered, but the weighting will be reduced in the evaluation.

- b. Methods used to ensure the proper management of construction processes.
 - c. Methods to ensure timely and effectively communication of project progress with the Owner and Subcontractors
 - d. Explanation of measures which will be taken to plan and complete all phases of the project on schedule and in a manner that does not interrupt the facilities' occupants.
 - e. Ability to coordinate project construction with the local utilities, subcontractors, equipment suppliers and facility personnel.
 - f. Ability to provide a schedule of project milestones which will become part of the final contract. Ability to provide electronic project schedules using Microsoft Project.
 - g. The process to monitor response time.
4. Financial Considerations; Costs, Savings and Guarantee
- a. Detailed account of all anticipated project costs and savings. This shall include, but not be limited to, construction costs, professional fees, equipment and taxes. All expenses to the Owner and project costs shall be transparent and included; there shall be no hidden costs.
 - b. Ability to provide a written guarantee stating the time frame in which the energy and/or operational cost savings will meet or exceed the costs of the Energy Conservation Measures. Such guarantee must be made directly by the Qualified Provider. Third party insurance policies will not be accepted. Particular emphasis will be placed on this criterion.
 - c. Summary of the financial savings calculation methodology in a clear and reproducible format.
 - d. Indication of the financial soundness and stability of the Presenter
 - e. Ability to provide or coordinate project financing.
 - f. Sample of the financing arrangement proposed for this project.

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- g. Completeness/strength of companies' recent financial reports. Emphasis will be placed on how long the current company has been in business and how long the current ownership has held the ESCO.
 - h. Provisions, including a timeframe, for the reimbursement to the Owner of any shortfall of guaranteed energy savings projected in the contract.
 - i. Ability to provide a sufficient bond to the Owner for the installation and faithful performance of all the measures included in the Guaranteed Energy Savings Contract.
 - j. Ability to provide Commercial General Liability Insurance and Automobile Liability Insurance written to meet limits specified in Section 00600.
5. Recommended Facility Solutions
- a. Understanding of the existing building conditions, systems, operations, and schedules.
 - b. Recommended facility solutions for designated facilities.
 - c. Ability to provide the Owner with order of magnitude cost and savings estimates. The estimates shall show savings in current dollar figures as well as therms, kilowatt-hours, etc. as applicable.
 - d. Ability of Qualified Provider to warrant good and clear title to all equipment and materials furnished to the Owner and further warrant all equipment and materials to be of good quality and free of defects in materials and workmanship, including installation and setup.
 - e. Comprehensiveness of the technical approach to the project based on improvements likely to be included.
 - f. Approach to adapting real time pricing strategies in response to changes in utility rates, technology, and building conditions, in order to enhance project performance.
 - g. Cost for an in-depth engineering study and analysis necessary to determine project parameters.
 - h. All work performed under the Guaranteed Energy Savings Contract shall be in accordance with all applicable federal, state, and municipal laws and regulations legally enacted as of the date of the work commences.

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6. Service Approach

- a. Ability to provide consistent, reliable, and quality service to meet the Owner's needs. The qualified firm must guarantee to provide timely maintenance and repair of the systems modified or installed as part of the project.
- b. Quality and quantity of available service plans.
- c. Ability to provide equipment maintenance plan for the term of the Guaranteed Energy Savings Contract.
- d. Ability to manage repairs, schedule maintenance and emergency service maintenance effectively.
- e. Proposed response time to facilitate the resolution of service.
- f. Quality of provisions for training facility staff. Firm must provide training for all equipment modified or installed on the project.
- g. Quality and clarity of energy audit policy and procedure. Firm must have an in-house energy audit department capable of providing clear, concise energy comparison reports.
- h. Comprehensiveness of maintenance and monitoring services furnished by the Qualified Provider and the specific benefits to the Owner.

B. Proposals shall be evaluated on criteria weighted as follows:

- | | |
|-------------------------------------|-----|
| 1. Experience and Qualifications | 20% |
| 2. Financial Approach and Guarantee | 20% |
| 3. Technical Approach | 20% |
| 4. Project Management | 15% |
| 5. Recommended Facility Solutions | 15% |
| 6. Service Approach | 10% |

C. Oral Interview

1. Each of the selected Qualified Providers may be asked to participate in an oral interview to discuss in detail how their approach satisfies the evaluation criteria identified in this Section. The Qualified Provider should be prepared to answer questions presented by the Owner.

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D. Selection of Qualified Provider

1. The selection of Qualified Provider to provide Energy Conservation Measures through a Guaranteed Energy Savings Contract shall be based solely on the Owner's evaluation of information a Qualified Provider sets forth in its written proposal and the oral interview subject to the evaluation criteria set forth in this Section. The Owner shall select the Qualified Provider that best meets the needs of the Owner.

E. Approval

Upon selection of a Qualified Provider the Owner's representative shall recommended that the Nashville School District 49 Board of Education approve the execution of a Guaranteed Energy Savings Contract at their earliest subsequent regularly scheduled meeting.

1. The successful presenter shall be in attendance and shall be prepared to present their proposal to the members of the Board. This presentation shall include a brief PowerPoint presentation with supporting printed documentation illustrating the following points in a format understandable to a person of ordinary intelligence:
 - a. Presenter's Qualifications
 - b. Overview of Energy Savings Contracting
 - c. Method of Solution Development
 - d. Recommended Facility Solutions
 - e. Projected Costs, Savings and Guarantee
 - f. Method of Validation of Savings

F. Execution of Guaranteed Energy Savings Contract and Financing Documents

1. The Owner will negotiate and execute the Guaranteed Energy Savings Contract with the selected Qualified Provider and all financing documents required by the selected financing source.

END OF SECTION